

**MAIL TO:**

STATE OF UTAH  
 DIVISION OF PURCHASING  
 3150 STATE OFFICE BUILDING, STATE CAPITOL  
 P.O. BOX 141061  
 SALT LAKE CITY, UTAH 84114-1061  
 TELEPHONE (801) 538-3026  
<http://www.purchasing.state.ut.us>

**Request for Proposal**Solicitation Number: **GM3022**Due Date: **02/18/03 at 3:00 P.M.**

Date Sent: January 30, 2003

**Agency Contract**

Goods and services to be  
 purchased:

**PROVIDE COMPUTER SERVICES FOR THE DEPARTMENT OF HEALTH NEDSS SYSTEM****Please complete**

|   |  |                                   |          |
|---|--|-----------------------------------|----------|
| Company Name  |  | Federal Tax Identification Number |          |
| Ordering Address  | City   | State                             | Zip Code |
| Remittance Address (if different from ordering address)   | City   | State                             | Zip Code |
| Type<br><input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government   | Company Contact Person   |                                   |          |
| Telephone Number (include area code)  | Fax Number (include area code)   |                                   |          |
| Company's Internet Web Address  | Email Address  |                                   |          |
| Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)   | Days Required for Delivery After Receipt of Order (see attached for any required minimums) |                                   |          |
| <p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ____ No _____. If no, enter where produced, etc. _____</p> |  |                                   |          |
| Offeror's Authorized Representative's Signature   |  | Date                              |          |
| Type or Print Name  |  | Position or Title                 |          |

**STATE OF UTAH  
DIVISION OF PURCHASING**

**Request for Proposal**

Solicitation Number: GM3022

Due Date: 02/18/03

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**Vendor Name:**

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THIS IS A REQUEST FOR PROPOSAL (RFP) FOR A SERVICE CONTRACT FOR COMPUTER SYSTEMS ANALYSIS, COMPUTER SYSTEMS DESIGN, AND APPLICATIONS PROGRAM CODING TO BE PERFORMED ON THE UTAH DEPARTMENT OF HEALTH NEDSS SYSTEM. THE REQUIREMENTS ARE AVAILABLE ON THE "CURRENT BIDS" PAGE AT THE DIVISION OF PURCHASING'S WEB SITE LOCATED AT [www.purchasing.utah.gov](http://www.purchasing.utah.gov) . PLEASE DOWNLOAD OR PRINT THESE SPECIFICATIONS FROM THIS SITE.

THE INITIAL PROJECT PERIOD WILL BE FROM MARCH 1, 2003 TO AUGUST 30, 2003, AND MAY EXTEND BEYOND THAT TIME DEPENDING ON THE CONTINUED SUPPORT FROM CDC OR OTHER NEEDS, PRIORITIES AND REQUIREMENTS OF UDOH. THE CONTRACT MAY BE EXTENDED FOR A MAXIMUM OF TWO ADDITIONAL YEARS, BASED ON QUARTERLY INCREMENTS.

NO PRE-PROPOSAL CONFERENCE HAS BEEN SCHEDULED. FOUR COPIES OF THE PROPOSAL SHALL BE SUBMITTED ON OR BEFORE THE DUE DATE AND TIME LISTED ON THE RFP FORM.

WRITTEN QUESTIONS REGARDING THE TECHNICAL ASPECTS OF THE PROPOSAL MAY BE DIRECTED TO MIKE ELLISON, NEDSS PROJECT MANAGER, OFFICE OF EPIDEMIOLOGY, UTAH DEPARTMENT OF HEALTH, VIA EMAIL AT [mellison@utah.gov](mailto:mellison@utah.gov) OR VIA FAX AT (801) 538-9923. WITH RFP PROCESS QUESTIONS PLEASE CONTACT THE PURCHASING AGENT, GLENDON MITCHELL, (801) 538-3138.

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REFERENCE RX: 270 33000000012

## REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

1. **PROPOSAL PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery of services as proposed is critical and must be adhered to. (e) Incomplete proposals may be rejected. (f) This proposal may not be withdrawn for a period of 60 days from the due date. (g) Where applicable, all proposals must include complete manufacturer's descriptive literature. (h) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

2. **SUBMITTING THE PROPOSAL:** (a) The proposal must be signed in ink, sealed, and if mailed, mailed in a properly-addressed envelope to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of proposals to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.

3. **BONDS:** The state has the right to require a bid or proposal bond, payment bond and/or a faithful performance bond from the offeror in an amount not to exceed the amount of the contract.

4. **PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. **BEST AND FINAL OFFERS:** Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

6. **SAMPLES:** Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

7. **DIVISION APPROVAL:** Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

8. **AWARD OF CONTRACT:** (a) The contract will be awarded with

reasonable promptness, by written notice, to the lowest responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-21.

(b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements.

(d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of proposals shall be established. The **register** shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s). (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

9. **ANTI-DISCRIMINATION ACT:** The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its

principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

12. **GOVERNING LAWS AND REGULATIONS:** All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at [www.purchasing.state.ut.us](http://www.purchasing.state.ut.us).

(Revision 2/14/2000 - RFP.Instructions)

# National Electronic Disease Surveillance System REQUEST FOR PROPOSAL

Office of Epidemiology  
Utah Department of Health

## 1. **INTRODUCTION (Purpose and Activities to Date)**

### 1.1 **Public Health Surveillance:**

#### 1.1.1 *Mission and Activities of Public Health:*

Public health is a foundation of the health care system and includes health promotion, adverse health prevention and public health protection activities. The mission of public health is to assure conditions in which people can be healthy by promoting physical and mental health and preventing disease, injury, and disability. Public health carries out its mission through organized, interdisciplinary efforts that address the physical, mental and environmental health concerns of the communities and populations at risk for disease or injury using health promotion, disease prevention and life quality enhancing interventions. The three standard core public health functions and ten standard basic public health practices are:

#### **CORE PUBLIC HEALTH FUNCTIONS AND BASIC PRACTICES**

**ASSESSMENT:** The regular systematic collection, assembly, analysis and dissemination of information on the health of the community. Assessment practices are specifically to:

**ASSESS** the health needs of the community by collecting, analyzing, disseminating and monitoring health status information to identify physical, mental, and environmental health problems;

**DIAGNOSE AND INVESTIGATE** the occurrence of health effects and health hazards in the community to include the investigation and of disease outbreaks, risks, public health barriers, and gaps in services; and

**ANALYZE** the determinants of identified health needs and the effectiveness, accessibility and quality of personal and population-based health services.

**POLICY DEVELOPMENT:** The development of comprehensive public health policies by promoting the use of scientific knowledge base in decision-making. Policy development practices are specifically to:

**ADVOCATE FOR PUBLIC HEALTH**, build constituencies and partnerships, identify and mobilize resources in the community, and research effective intervention methods;

**SET PRIORITIES** among health states defined by needs; and

**DEVELOP PLANS** and policies that are evidenced-based to address priority health needs and that support individual and community health efforts.

**ASSURANCE:** Assure constituents that services necessary to achieve agreed-upon goals are provided by encouraging actions of others (private or public), requiring action through regulation, or providing services directly. Assurance practices are specifically to:

**MANAGE RESOURCES** and develop organizational structure that is competent and available and links people to needed personal health services and assures the provision of health care when otherwise unavailable;

**IMPLEMENT** programs of public health promotion, prevention, and education, and establish and enforce rules, laws and regulations that protect physical, mental, and environmental health and ensure safety;

**EVALUATE** effectiveness, accessibility and quality of personal and population-based health services and programs and provide quality assurance guidance; and

**INFORM, EDUCATE AND EMPOWER** the public about public health issues, events and protective precautions.

*1.1.2 Mission and Purpose of the Utah Department of Health:*

"The mission of the Utah Department of Health is to protect the public's health through:

- A. Preventing avoidable illness, injury, disability and premature death;
- B. Assuring access to affordable, quality health care; and
- C. Promoting healthy lifestyles."

The Department will implement this mission through assessment, policy development, and assurance.

Assessment

- A. Collecting, analyzing and disseminating information on public health, including data on health status, community health needs, the health care delivery system, and their relationships to health.
- B. Identifying and prioritizing health problems.

Policy Development

- A. Proposing public health policies, rules and initiatives based on data assessment.
- B. Seeking public input in the development of public health policies, rules and initiatives. Advocating the adoption and implementation of policies that promote healthy lifestyles and protect the public's health.

Assurance

- A. Developing standards and procedures and assuring compliance with public health rules and laws.
- B. Planning and implementing programs that assure availability of affordable and acceptable health care and basic public health services for all Utahns.
- C. Strengthening local health departments and fostering community and private sector health activities.

*1.1.3 Definition of Public Health Surveillance:*

Epidemiology (the study of the occurrence, distribution and determinants of health-related events and states in a population) is a basic science of public health. The roles of epidemiology include surveillance (defined as the ongoing, systematic collection, analysis, interpretation, and dissemination of data regarding health-related states or events for use in public health action to reduce morbidity and mortality and improve health), and intervention (which is the application of the study to control of health problems). Distribution is generally given in terms of population, geographic location, and time interval. Determinants are factors that increase or decrease risk (probability of experiencing) and severity of adverse health events. Adverse health related states and events include diseases, morbidity, injuries, disabilities, and mortality. Interventions include adverse health state prevention, protection, control and improvement activities. Intervention roles include investigating outbreaks, developing and implementing control measures (public health practices, personal hygiene practices and other behaviors, or rules and regulations) and implementing public health education (providing risk awareness, information on prevention measures, and information on control measures). Epidemiology supports public health by:

**OBJECTIVES OF EPIDEMIOLOGY**

- 1. CONDUCTING A COMMUNITY DIAGNOSIS in which the overall community health is assessed and the health needs are prioritized.

2. IDENTIFYING THE ETIOLOGY or cause (agent, host, and environmental factors) of an adverse health outcome and the risk factors (behavioral, familial, environmental) that increase a person's risk for an adverse health outcome, in order to provide the scientific basis for the prevention of adverse health outcomes and the promotion of health.
3. DETERMINING THE EXTENT of an adverse health outcome found in the community and its relative importance as a cause of illness, disability or death in order to establish priorities for public health intervention or research.
4. STUDYING THE NATURAL HISTORY and prognosis of an adverse health outcome to identify appropriate health care planning and intervention activities, to identify the at-risk-populations in which to focus intervention activities, and to complete the clinical picture of the adverse health outcome to improve the health care provider's understanding of the disease process and the health organization ability to educate clients about risk and risk management practices.
5. EVALUATE NEW PREVENTIVE AND THERAPEUTIC MEASURES and new modes of health care delivery and service for improving the health of the population.
6. PROVIDE A FOUNDATION FOR DEVELOPING PUBLIC HEALTH POLICY and regulatory decisions relating to environmental problems.

Epidemiology uses risk assessment as a basis for identifying, studying and mitigating adverse public health outcomes. Risk assessment includes an analysis of public health hazards and an analysis of public exposure to those hazards.

### **RISK ASSESSMENT**

#### **HAZARD ASSESSMENT**

*HAZARD CHARACTERIZATION:* What is there and how bad is it? Determination of the scope and range of adverse health effects (disease, syndrome, injury) processes that are causally linked to a particular hazard.

*DOSE-RESPONSE CHARACTERIZATION:* How much is there and how much harm can it do? Determination of the magnitude of adverse health effects that can be cause by the availability of the hazard and of the probability of exposure at that availability level.

#### **EXPOSURE ASSESSMENT**

*EXPOSURE CHARACTERIZATION:* Who was exposed? Determination of the extent and range of human exposure.

*RISK CHARACTERIZATION:* How much exposure did they have? Determination of the magnitude and duration or exposure and of the human risk including attendant uncertainty.

Public health surveillance is generally considered a foundation of the public health mission. Public health surveillance activities are broadly defined as the systematic collection, analysis, interpretation and distribution of public health data that leads to specific public health outcome improvements and interventions. Public health surveillance data can include enrollment and attribute registries on an individual or geographic population level, and can include information about demographics (name, age, sex, race, ethnicity, locators, etc.), vital events (birth, marriage, death, etc.), health care encounters, diagnosed illnesses, injuries, behaviors, environmental exposures, prevention measures, risk history, and other data appropriate for assessing the health

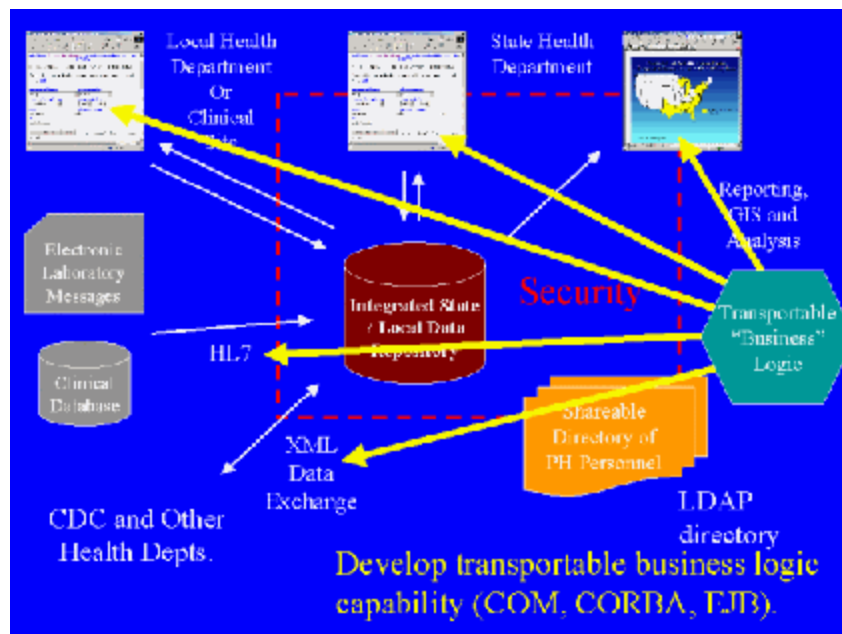
status of a population. In addition, surveillance data contains summary information about populations, typically derived from the decennial census and updates, school records, and other population-based information sources. The objectives of public health surveillance are:

### **OBJECTIVES OF PUBLIC HEALTH SURVEILLANCE**

1. **DESCRIPTIVE EPIDEMIOLOGY** of critical or sentinel adverse health outcomes. Monitoring trends is a cornerstone objective of most surveillance systems. Other purposes for descriptive epidemiology include identifying subgroups of the population according to level of risk (rate calculations), and detecting trends or patterns different from expected (outbreak detection). Descriptive epidemiology may also include characterization the natural history of the adverse health outcome (e.g., latency to onset, duration, severity, methods of diagnosis, prognosis, treatment efficacy, and outcome).
2. **LINKING SERVICES** of the health care system to persons or populations needing those services by identifying high risk behaviors or populations and providing that identification to agencies responsible for intervention and health care.
3. **INITIATING RESEARCH** by identifying unusual patterns of adverse health outcome or cohort populations for comparison.
4. **INTERVENTION EVALUATION.** Providing follow-up descriptive epidemiology to demonstrate resolution of the outbreak or efficacy of compared intervention activities.
5. **SUPPORT PLANNING** by projecting trend analysis and characterizing the impact (rates) of adverse health outcomes on society.
6. **SUPPORT EDUCATION AND POLICY** by validating the efficacy of those public health activities.

### **1.2 Definitions:**

- A. NEDSS stands for the National Electronic Disease Surveillance System. The NEDSS system is a modular architecture founded on national and commercial information technology (IT) standards of components, data structures and application code, but allows some flexibility driven by specific jurisdictional needs in the jurisdictional implementation. (See: [http://www.cdc.gov/od/hissb/act\\_int.htm](http://www.cdc.gov/od/hissb/act_int.htm), and <http://www.cdc.gov/NEDSS/>.)





The core modules or concepts are:

1. An Integrated Data Repository (IDR). The IDR broadly consists of a Party Entity, a Health Event Entity, a Location Entity and a Material Entity. The IDR was developed from the Public Health Conceptual Data Model (PHCDM) and the NEDSS Base System Logical Data Model (NBSLDM). The physical data model for the IDR that the Utah Department of Health (UDOH) will implement can be found at <http://health.utah.gov/NEDSS/>. The model was developed using the Rational Unified Process (RUP) and Rational Rose (<http://www.rational.com/>). Rational Rose is the Utah NEDSS standard. The UDOH has chosen to implement this model on an Oracle server platform.
  - a. PHCDM stands for the Public Health Conceptual Data Model. This model is a standard for the NEDSS project data structure. The model and additional information can be found at <http://www.cdc.gov/od/hissb/docs/phcdm.htm> and <http://www.cdc.gov/NEDSS/DataModels/index.html>.
  - b. NBSLDM stands for the NEDSS Base System (NBS - see below) Logical Data Model. This model is a standard for the implementation of the NBS system for those states funded to conduct that activity. The model and additional information can be found at <http://www.cdc.gov/NEDSS/DataModels/index.html>.
  - c. RUP stands for the Rational Unified Process.
2. A web-based Data Entry and Data Management (DEDM) module. The UDOH is targeted to implement the NBS (see below), which will include this application, developed in J2EE compliant code running on a JBOSS (see <http://www.jboss.com>) application server, hosted on an IBM AIX server.
3. Standardized Electronic Messaging for acceptance, routing, and processing laboratory, clinical and notification data. The standard for this messaging is HL7. The NBS implementation will include a HL7 parser application. See <http://www.ewebit.com/> for details of the proposed parser.
  - a. HL7 stands for "Health Level 7." HL7 is a message standard for health data. See <http://www.hl7.org/>. HL7 messages will be encapsulated in ebXML (electronic business Extensible Markup Language).
  - b. SNOMED stands for "Systematized Nomenclature of Medicine." SNOMED is a standard for medical terminology and nomenclature in computer readable format, that organizes the complexity and diversity of information found in a patient record. The design ensures clarity of meaning, consistency in aggregation and ease of messaging. See <http://www.snomed.org/>. SNOMED provides standard message codes for clinical diagnostic and syndromic data transmitted as an HL7 message element.

- c. LOINC stands for "Logical Observation Identifier Names and Codes." LOINC logic provides standards for laboratory data reporting and information. See <http://www.regenstrief.org/loinc/>. LOINC provides standard message codes for laboratory data transmitted as an HL7 message element.
  - d. ICD-9 and ICD-10 stand for "International Classification of Diseases," revisions 9 and 10 respectively. The ICD-9 and ICD-10 codes are standardized diagnostic codes used for electronic record, billing and reporting purposes. See <http://www.cdc.gov/nchs/icd9.htm>, <http://www.hipaacode.com/ICD/ICD9.htm> and <http://www.who.int/whosis/icd10/>. HL-9 and HL-10 provide standardized final diagnosis codes for diseases transmitted as HL7 message elements.
4. Active data translation and exchange (integration broker) functionality. The standard for data exchange between NEDSS systems among public health jurisdictions is Extensible Mark-up Language (XML).
5. Light Weight Directory Access Protocol (LDAP). The LDAP is a shareable directory of public health personnel and notification partners that specifies level of access (view, enter, edit and manipulate data), and may be used as a roster for other public health emergency/disaster alert and communication systems. The LDAP data fields will use the X.500 standards. In addition, the LDAP will be coordinated with and integrated with directories being built as a result of Utah's digital signature law (See [http://www.le.state.ut.us/~code/title46/46\\_03.htm](http://www.le.state.ut.us/~code/title46/46_03.htm)).
- a. HAN stands for the Health Alert Network. The HAN is a modular system to automatically alert and provide communications to scenario driven key planning and response personnel and partners concerning public health emergencies and disasters, including bioterrorism. Currently the HAN consists of a pager-centered Alert Notification System (ANS) and a web/email/secure fax/ based Secure Message Delivery System (SMDS). Future implementations may include more communications redundancy and facilitate incorporation of Personal Digital Assistants (PDAs) (See <http://www.uthan.org>).
6. Data reporting and visualization module.
- a. GIS stands for Geographic Information Systems. GIS is a way of structuring and analyzing geographic layers, themes or entities using computer software. Epidemiology and public health often use choropleth maps to provide information about disease rates, risk, or other public health events of interest without disclosing confidential information. Epidemiology may use point maps internally for analysis of clusters of diseases and association of disease distribution patterns with spatial risk factors.
  - b. ESRI stands for Environmental Systems Research Institute. ESRI produces the ArcView and ArcMap GIS software products which are the GIS software used by the UDOH. See <http://www.esri.com/>.

- c. IBIS stands for Indicator-Based Information System. (See <http://health.utah.gov/ibis-ph/>.) IBIS provides a portal to a variety of health data and health statistics available from the UDOH. Currently the IBIS data are static and are updated by the data provider on that provider's schedule. Data are presented in tabular or graphical form now and work is underway to provide GIS graphics. The NEDSS project is interested in assisting the IBIS project becoming completely or partially dynamic and using the IBIS as a component of the NEDSS data reporting and visualization module.
    - d. SAS is a powerful commercially available statistical software package. SAS is the preferred analytical tool for the NEDSS Base System implementation. The UDOH has a SAS license which will be augmented by the NBS. (See <http://www.sas.com/>.)
  - 7. Security standards. Much of the data contained within the NEDSS IDR is sensitive and personal in nature and is required by law to be protected (confidential). This module includes both policy development as well as hardware and software implementation to secure those data. Standards include X.509 certificates, secure tokens, encryption, authentication, and other IT industrial standards.
    - a. HIPAA stands for the Health Assurance Portability and Accountability Act of 1996. This act promulgates certain confidentiality and data sharing standards on many of the data providers for public health surveillance (e.g., health care providers). While public health surveillance is excluded from the requirements of HIPAA, the UDOH feels that HIPAA provides a good model for security. In addition, data providers may desire UDOH compliance to HIPAA security and confidentiality standards to alleviate concerns about their liability in providing public health surveillance data to UDOH. (See <http://www.cms.hhs.gov/hipaa/>.)
  - 8. Transportable Business Logic. A core concept of the NEDSS architecture was the development of elements by partners that could be tailored for use by other jurisdictions, with minimal adjustment for platform, specific jurisdictional needs, or IT configuration.
- B. NBS stands for the NEDSS Base System. (See part 1.4.) The NBS is application level development supporting a standard IDR. The NBS is being developed by the Centers for Disease Control and Protection. The NBS is scheduled to be deployed at UDOH the spring of 2003.
  - 1. CDM stands for the Core Demographic Module. The CDM is a basic data structure and functionality common to nearly all public health surveillance activities. Additional modular functionality will be integrated operating over the CDM. Additional information about the CDM can be found at <http://www.cdc.gov/NEDSS/BaseSystem/>.
  - 2. PAM stands for Program Area Modules. PAMS are additional database structure and supporting application functionality that are implemented over the NBS and CDM. CDC is responsible for developing certain federal priority PAMS. The UDOH takes responsibility for developing state specific priority PAMS. The

specific intent of this request for proposal is to support PAMs development.  
Additional information about PAMs can be found at  
<http://www.cdc.gov/NEDSS/BaseSystem/>.

- C. UDOH stands for Utah Department of Health. In the final contract, the UDOH will be referred to as "the DEPARTMENT." See <http://health.utah.gov/>.
- D. OOE stands for the Office of Epidemiology within the UDOH. The OOE is the principal agency responsible for this project. See <http://health.utah.gov/els/epidemiology/index.html>.
- E. UPHL stands for the Utah Public Health Laboratory within the UDOH.
- F. SDCP stands for the Surveillance and Disease Control Program within the UDOH. This program has specific responsibilities to conduct public health surveillance, intervention and disease control activities for the majority of reportable communicable diseases. See <http://www.health.state.ut.us/els/epidemiology/comdisease.html>.
- G. SDP stands for the Surveillance and Epidemiology Systems Development Program. This program has specific responsibilities to manage the NEDSS development project and includes the NEDSS project team. See <http://www.health.state.ut.us/els/epidemiology/surveillance.html>.
- H. BCDC stands for the Bureau of Communicable Disease Control within the UDOH. This bureau, organized with several programs, has responsibility for the surveillance, intervention and disease control activities of specified high density or high profile diseases such as sexually transmitted diseases, HIV/AIDS and tuberculosis. See <http://www.health.utah.gov/els/hiv aids/index.html>.
- I. CDC stands for Centers for Disease Control and Prevention. CDC is the federal public health partner that provides guidance and support to the NEDSS project, including some financial support. The OOE is responsible to CDC for certain grant or cooperative agreement deliverables which may be incorporated into the deliverables required of the contractor. Those deliverables are negotiated between OOE and CDC on an annual basis. See <http://www.cdc.gov>.
- J. LHD stands for the local health departments. There are 12 local health department jurisdictions in Utah. For many public health programs that include surveillance functions, the function is conducted by UDOH working in coordination with the 12 LHDs. Utah's NEDSS implementation needs to serve surveillance needs at UDOH and the 12 LHDs. See [http://www.health.state.ut.us/lhd/html/local\\_health\\_departments.htm](http://www.health.state.ut.us/lhd/html/local_health_departments.htm).
- K. Public health surveillance is defined to include distributional and risk determinant data collection and analysis activities for communicable and noncommunicable notifiable diseases, chronic health conditions, injuries, vital events, behaviors, environments and other adverse public health status, outcomes, indicators, and predictors of interest.
- L. Disease surveillance business processes are defined to include all activities, tasks, responsibilities, responsible actors, and support infrastructure for all activities now conducted by or desired by the public health surveillance programs in the Utah Department of Health.

1. A Case is a person who has a confirmed reportable disease, injury or condition. Confirmation is by one or more confirmatory criteria, for example a confirming laboratory test results. For example, a positive salmonella culture from an individual is a confirmatory laboratory test and the individual would be a case of salmonella infection.
2. A Case Definition is a list, description and discussion of disease case confirmation criteria. For example a positive bacterial culture is a confirmation test for a salmonella infection
3. A Workup is a report of a possible reportable disease in a person, which is pending confirmation. Case definitions for suspect or probable cases are defined in the case definition criteria. For example, a person who ate raw egg products would be a workup, if reported because an associate who also ate those same products became a case.
4. An investigation is an activity for collecting information about a workup leading to confirmation of the workup as a case, and collecting information about a case leading to an understanding of the risk factors involved in the development of that case. For example, collecting information about what was eaten during the period when an infection might have occurred.
5. Risk factors are events or predisposing factors that contributed to the development of a disease for a case. For example, eating raw egg products might be a risk factor for contracting a salmonella infection. One or more risk factors may be associated with a health event through an investigation.
6. A health event is the reportable disease, injury or condition resulting in the generation of a workup or case report. For example, a Salmonella infection is a health event. A person (case) may have one or more health events which may be related or unrelated.
7. Case management is defined as activities conducted by public health to track and assure intervention or improvement of a case's health state. For example, providing education about the risks of consuming raw egg products is an intervention. Tracking the accomplishment of providing that education is a function of case management.

## **1.2 Objective of the National Electronic Disease Surveillance System Project:**

The National Electronic Disease Surveillance System (NEDSS) project is a national effort to improve public health surveillance activities by modernizing, standardizing, integrating and automating public health surveillance activities, registries, data sets, and programs. Prior to the initiation of this project, surveillance activities and been primarily driven by programmatic needs and a variety of vertical surveillance systems had been established, often collecting redundant information within the total surveillance schema. Supporting surveillance database software was often antiquated and had minimal modularity or support. Often, they incorporated nonstandard data structures and user interfaces and were limited in functionality to the specific needs of the original objectives of the program that developed them. Additional discussion about the NEDSS objectives can be found at [http://www.cdc.gov/od/hissb/act\\_int.htm](http://www.cdc.gov/od/hissb/act_int.htm), and <http://www.cdc.gov/NEDSS/>.

### **1.3      Assessment and Planning:**

In October of 2000, the Utah Department of Health (UDOH) received funding to conduct an assessment of public health data and databases, with specific interest in assessing UDOH and local health department (LHD) data and functional needs and existing databases, supporting software and functionality to conduct public health surveillance. Assessment included a review of the mission, legal, information technology, policy, organizational, stakeholder, and financial environments of the UDOH, LHDs, and the State of Utah. The business process of public health surveillance and epidemiology was modeled for a certain set of reportable health outcomes and concerns to develop a general public health surveillance business model.

#### **1.3.1      UDOH Surveillance Systems:**

A review of the current UDOH Surveillance Systems found that approximately 43 independent systems are being used by UDOH. These can be divided into the following categories:

- A.      Notifiable Acute and Communicable Disease      8
- B.      Chronic Diseases and Behavioral Risks      7
- C.      Injuries (Occupational and Accidental)      7
- D.      Maternal Child Health Surveillance and Services Enrollment      8
- E.      Vital Registrations      7
- F.      Health Care Service Systems      4
- G.      Other      2

Some of the surveillance systems identified in the above systems survey have multiple subsystems. For example, the primary notifiable disease surveillance system supports surveillance activities for more than fifty different reportable diseases, with at least eight requiring considerable additional unique risk and determinant data.

In addition the UDOH Utah Public Health Laboratory (UPHL) operates a variety of laboratory information management systems for specimen tracking, test request tracking, results, reporting and quality control, etc., that contain data that are an integral part of public health surveillance.

#### **1.3.2      UDOH Surveillance Business Model:**

As part of the assessment and planning activities, the UDOH contracted to model the business process of public health surveillance as it is conducted by four programs within UDOH. Those programs included public health surveillance for communicable diseases, sexually transmitted diseases (STD), tuberculosis (TB) and HIV/AIDS. The scope of modeling included the processing workups (reports of possible cases), processing cases (data about confirmed cases), disseminating information (notification and reporting) and maintenance of data (assignment, validation and storage). The model did not include case management of tracking of intervention activities. However, modeling those activities are of interest to UDOH. See <http://health.utah.gov/NEDSS/> for more information on the business process model.

#### **1.3.3      Planning:**

The UDOH conducted some planning activities related to the development of the NEDSS system. At the initiation of the project, a Charter Document was developed. See <http://health.utah.gov/NEDSS/>. Subsequent to the completion of the Charter Document, the UDOH was selected for implementation of the NBS. Additional planning activities are ongoing relating to the implementation and expansion of the NBS. In addition, the UDOH has worked with

the twelve LHDs to establish levels of priorities for integration of programmatic surveillance activities and for establishing policy supporting the NEDSS project.

#### **1.4 NEDSS Base System:**

##### **1.4.1 *Architecture:***

The NBS architecture is similar to that proposed for the NEDSS. See <http://www.cdc.gov/NEDSS/BaseSystem/>. The NBS was developed by the CDC using the SilverStream (see [http://www.silverstream.com/Website/app/en\\_US/Home](http://www.silverstream.com/Website/app/en_US/Home)) development environment running on Windows NT. Application development on the SilverStream platform has been developed with the intent of remaining J2EE compliant. The NBS is currently in production in the state of Nebraska and in beta in the state of Tennessee. UDOH uses island architecture consisting of two mid sized IBM AIX (Unix) servers (pSeries, dual processor). One serving as Web/Application Server (using Apache, Tomcat, JBOSS) and the other serving as the Integrated Data Repository (IDR) that is implemented using Oracle 9i database. The architecture also consists of advanced Cisco PIX firewalls.

##### **1.4.2 *Deployment in Utah:***

Deployment of the NBS system is anticipated to occur during the spring of 2003.

#### **1.5 Project Approach:**

##### **1.5.1 *Vision and Scope:***

The initial vision and scope of this project were defined in the project charter document (See <http://health.utah.gov/NEDSS/>). As the project progressed, additional needs were identified and opportunities were made available which resulted in continued development and refinement of the vision and scope of the projects. The Vision of this NEDSS Initiative is to develop a system that will satisfy the following goals:

1. Support the mission of Public Health Surveillance with a flexible, extensible, secure and robust information system, facilitating higher quality service, better communications & workflow management, integration that is more robust with public health partners, and improved capacity to generate information to support public health decision-making.
2. Provide the tools necessary to give UDOH the capacity to identify, manage, contain and control communicable disease outbreaks and Bio-Terrorism events in support of the Public Health mission.
3. Be an integral component of the Public Health Information Infrastructure, enabling integration, data & service sharing where appropriate, and contributing to the overarching information architecture both within public health and amongst public health partners.

A current vision statement along with a description of the NEDSS project, scope and a definition of success (critical success factors) will be posted at <http://health.utah.gov/NEDSS/>.

##### **1.5.2 *Governance:***

Governance for this project is through the NEDSS Executive Committee. The NEDSS Executive Committee is composed of executive level UDOH and LHD personnel, including the State Epidemiologist. The NEDSS Executive committee: 1) Provides vision, priorities, and departmental support; 2) Directs the activities of the NEDSS Project Team; 3) Identifies resources to support the project; and 4) Approves NEDSS development activities, including selection,

tasking and deliverables of any contractors. Day-to-day management for this project is conducted by the NEDSS Project Manager. Mr. Mike Ellison is the NEDSS Project Manager. Mr. Ellison can be contacted at (801) 538-6191 or by email at [mellison@utah.gov](mailto:mellison@utah.gov). The NEDSS Project Manager is supported by a department NEDSS Project Team that consists of an epidemiologist and an IT Programmer Analyst. The NEDSS Project Manager is also supported by a broad-based Policy Workgroup and a broad-based Technical Workgroup.

### 1.5.3 *Stakeholders and Partnerships:*

Stakeholders and partners in the NEDSS project include (but are not limited to) (See <http://health.utah.gov/NEDSS/>):

- A. All public health surveillance activities within the UDOH
- B. LHD ([http://www.health.state.ut.us/lhd/html/local\\_health\\_departments.htm](http://www.health.state.ut.us/lhd/html/local_health_departments.htm))
- C. CDC (<http://www.cdc.gov>)
- D. Neighboring state health departments or jurisdictions
- E. UPHL
- F. Commercial diagnostic laboratories
- G. Health care organizations and providers
- H. Health-related academia
- I. Health care services organizations (pharmaceutical, ambulance services, etc.)
- J. Information Technology Services (ITS), Utah Department of Administrative Services (<http://www.its.state.ut.us/>)
- K. Office of Information Technology (OIT), UDOH
- L. Utah's HAN project (<http://www.uthan.org/>)
- M. Other public or private health data managers (e.g., UHIN see <http://www.uhin.com/>)
- N. Utah's public.

## 2 **CONTRACT GOALS AND OBJECTIVES:**

The NEDSS project goals and objectives are iterations of the first phase which is completed. The UDOH seeks contractual help to port the CDC's NBS application that was developed for Windows NT running the SilverStream application server to the UDOH's standard of AIX running the JBOSS application server. Access to the NBS application will require the use of 128-bit digital certificates provided by Verisign Inc. This porting project will require careful analysis and modifications to the NBS application. The goals and objectives of this Request for Proposal are to gain access to (a) credible and competent information technology contractor(s) that are able to perform objectives to:

- A. Analyze the existing NBS application and determine the extent of modifications required to port the application to the UDOH's architecture and interfaces.
- B. Document the modifications as to simplify the process when upgrading to new NBS software releases.
- C. Modify the NBS application and any other PAM code to make the application functional in the UDOH architecture.
- D. Test the modified NBS application to ensure correct business domain, security and administrative functionality.
- E. As needed, assist in the conversion of existing UDOH application data to the IDR structure of the NBS.



- F. Assist in development of supporting policies and programs (e.g., for security, maintenance, replacement/upgrade, etc.).

### **3. GENERAL AND CONTRACTUAL INFORMATION:**

#### **3.1 Purpose:**

This is an invitation to submit a proposal for a service contract for computer systems analysis, computer systems design, and applications program coding to be performed on the Utah Department of Health NEDSS system.

#### **3.2 General Information:**

##### **3.2.1 Submission of Proposals:**

Four (4) copies of the proposal are to be submitted to State of Utah, Department of Purchasing, 3150 State Office Building, Salt Lake City, Utah 84114 at or before 3:00 PM on February 18, 2003. Costs incurred in the preparation and submission of proposals is the responsibility of the Responder and will not be reimbursed.

##### **3.2.2 Proposal Outline:**

A proposal outline is prepared by the Responder, which shall consist of the following three sections. Any proposal that does not provide the following information will be eliminated from consideration.

##### **3.2.3 Cover letter:**

The cover letter shall include the following information:

- A. Name of person(s) authorized to represent the Responder in any negotiations and to sign any resulting contract.
- B. Location(s) of business office(s) and service facility(ies).
- C. Statement that Proposal meets all requirements of the Request for Proposal.
- D. If needed, a request that trade secrets or propriety information in the proposal be withheld from public inspection. This request should provide identifying and locating information within the proposal so that it can be easily found and removed before the proposal is provided for inspection.
- E. A Statement that the Responder agrees to all Standard Terms and Conditions of the UDOH contract and to all applicable legal requirements.

##### **3.2.4 Technical Proposal:**

The purpose of the technical proposal is to demonstrate the submitters capabilities to perform all of the contract goals and objectives. The UDOH does not intend to allow subcontracting under

this project. The technical proposal shall be in narrative format and include the following information:

- A. A description, history, service capability, expertise, and client history of the Responder company, particularly related to the work requirements specified in this Request for Proposal. The Responder should provide an organizational portfolio or "resume" and should specifically categorize work and development experience with NEDSS-specific projects or NBS-specific projects as none, introduced, moderate, high or expert and include the number of years/months.
- B. A description of the Responder's approach to the NEDSS project work requirements specified in this Request for Proposal. This description should include:
  - 1. A description of the approach and methodology that the contractor will use.
  - 2. A description of the products and deliverables that will be provided to UDOH at the completion of the project and expectations about those deliverables.
  - 3. A description of phases, project cycles, and timelines.
  - 4. A description of the contractor's organizational management methods, including personnel, cost controls, change controls, and security.
- C. For each individual whose services are offered in the bid proposal:
  - 1. Name(s) and resume(s) of staff whose services are or may be offered.
  - 2. Experience and skill in languages, tools, technologies, modeling approaches, development, administration, and conducting training. This individual experience matrix should distinguish criteria for NEDSS-specific work experience and other (not NEDSS related) work experience, and should be provided as none, introduced, moderate, high or expert and include the number of years/months.
- D. A detailed explanation of any assumptions, contingencies, or other information which may impact the knowledge base on which the Proposal was developed, and which may impact the ability of the Responder to provide the deliverables outlined above.

### 3.2.5 *Cost of Proposal:*

The cost proposal shall include fully loaded hourly rates for services rendered. No additional payments or reimbursements will be given for expenses such as, but not limited to, travel, per diem, lodging, or equipment. The estimated duration of the porting project is between four to six months.

The cost proposal must include hourly rates for all personnel proposed for this project. One standardized hourly rate for all personnel involved on this project is acceptable. If differing hourly rates are proposed, include: (1) job title, (2) detailed description of job function and corresponding skill set (3) hourly rates (4) corresponding name of the proposed individual(s).

If differing hourly rates are proposed, an estimate should also be included detailing the percentage of time each job title would be working on the project relative to the total hours spent on the project. The total will equal 100%. Example: Project Management (10%),

Programmer/ Analysts (80%), Technical Architect (10%).

### **3.3 Additional Information:**

#### **3.3.1 Amendments to Proposals:**

Amendments to proposals will be accepted provided they are submitted as described in part 3.2.1, by the final deadline. Each amendment should clearly identify which submission it is amending.

#### **3.3.2 Project Period:**

The initial project period will be from March 1, 2003 to August 30, 2003, and may extend beyond that time depending on continued support from CDC or other needs, priorities and requirements of UDOH. The contract may be extended for a maximum of two additional years, based on quarterly increments.

#### **3.3.3 Contact Person:**

Written questions regarding the technical aspects of the proposal may be directed to Mike Ellison, NEDSS Project Manager, Office of Epidemiology, Utah Department of Health, via email at: mellison@utah.gov or via fax at (801) 538-9923. With RFP process questions contact the purchasing agent, Glendon Mitchell, (801) 538-3138.

### **3.4 Submission and Evaluation:**

#### **3.4.1 Receipt and Registration of Proposal:**

Proposals will be opened at the Office of State Purchasing at 3:00 PM on the closing date. Any proposals which, for any reason, arrive after 3:00 PM cannot be considered. Names of the proposal Responders will become public information.

#### **3.4.2 Evaluation of Proposal:**

The OOE, UDOH, reserves the right to reject any and all proposals or withdraw this offer at any time. Hourly rates for services shall not exceed the contract rates listed by the contractors in the Statewide Contract # MC1014, Computer Programming/Consulting Services for Information Technology, or the proposal may be rejected. Multiple awards may be made to Responders whose proposals are determined to be the most advantageous to the State, taking into consideration all factors set forth in this Request for Proposal. If only one proposal is received in response to this Request for Proposal, the OOE may make a recommendation to the Purchasing Agent either to make an award or to solicit again for the purpose of obtaining additional proposals.

Discussions, which include oral presentations, may be held with the Proposal Responder, submitting potentially acceptable proposals. Factors not specified in the proposal shall not be considered in determining the award and shall not be negotiated to be included in the contract. The successful proposal(s) will be open to public inspection for a period of 90 days after award of the contract. The entire proposal will be open for inspection unless the Responder requests in writing that trade secrets or proprietary data be protected. Such written request must accompany

the proposal. Any information desired to be protected, must be organized in such away that it can readily be identified and removed from the proposal.

### 3.4.3 *Evaluation Criteria:*

The following criteria will be used in evaluating the proposals which are received. These criteria have been ranked in order of importance in the decision making process:

- A. Responder's knowledge (as demonstrated by work experience) about NEDSS and NBS-specific architecture, standards, development, organization, and business functions and processes (30%). Minimum standards are work on the development of an IDR or IDR physical data model based on the PHCDM, or the NBSLDM, or the NBSPDM or the development of other architectural modules specifically for the NDESS or NBS, or development of business process models, messaging standards, security standards, NEDSS stakeholder projects, PAMS, or applications for DEDM, or data analysis, visualization, graphics, mapping and reporting, or notification specifically for a NEDSS or NBS project. Areas of expertise in the following areas will be highly valued; XML, XSL, Java, J2EE, Oracle 9i, JBOSS, Apache Cocoon, Apache Struts, SilverStream, ANT, SQL, LDAP and porting of a SilverStream application to JBOSS.
- B. Knowledge of the business process of public health surveillance, epidemiology and public health (10%). Minimum standards are business process modeling for public health surveillance, epidemiology, or other public health activities that provided a robust understanding of work flow, information flow, standard public health decisions processes, analytical tools used by public health and policies and laws governing public health.
- C. Skill level with department development methodology (RUP), development tools (Rational Rose), technical standards, functions and processes (10%). Minimum experience is the use of the RUP and Rational Rose tools to develop complex normalized models of business processes and data, using accepted standards and conventions.
- D. Evaluation of the cost of services to be provided (40%). Preference will be given to the most cost effective proposal.
- E. Availability of the Responder's office address(es), references (name and complete contact information for all contact methods) that can verify experience, knowledge, and work acceptability of previous NEDSS or state IT projects, references (agency and agency project leader) to all current or past (3 years) state agency accounts and contracts, and rates (provide rate schedule for all forms of services provided) for services (10%). Minimum standards are valid contact information for the Responder and references.

Evaluation shall be scored based on a scale of one (1) to five (5), with five (5) being the most favorable possible rating and one (1) being the least favorable possible rating:

- 5 = Preferred - meets all and exceeds most minimum standards.
- 4 = Fully Qualified - meets all and exceeds some minimum standards.
- 3 = Acceptable - meets all minimum standards.
- 2 = Inadequate - fails to meet one or some minimum standards.
- 1 = Non-responsive - failed to demonstrate ability to meet minimum standards.

### 3.4.5 *Awarding of Contract:*

Awarding of a service contract does not guarantee that Contractor services will be required. Specific services and service periods will be determined by the NEDSS Project Team and NEDSS Executive Committee, UDOH. This determination will be made on project goals, priorities, resource availability, directives, and the ability of the NEDSS project team to meet deadlines with existing project staff.

### **3.5 General Contract Requirements:**

The selected contractor shall be subject to the requirements of the UDOH General Provisions for service contracts. A copy of these provisions can be made available on request.

### **3.6 Specific Contract Requirements:**

#### **3.6.1 Contractor Services, Activities and Responsibilities:**

- A. Develop time, resource and budget estimates for module development requests based on available information.
- B. Define or modify existing requirements for data control, system security, data privacy and audit controls.
- C. Develop or modify and test applications program code and store procedures for data entry, management, notification, reporting, analysis, accessibility and other functions as described or implicated by the NEDSS architecture.
- D. Evaluate system processing efficiencies and performance in both on-line and batch environments and develop economical approaches for improvement.
- E. Develop and write documentation to established NEDSS and UDOH documentation standards.
- F. Analyze both system and program failures and application discrepancies to isolate the problem, identify an efficient and appropriate remedy and implement the required changes to resolve the problem.
- G. Work closely with OOE, UDOH and State IT staff supporting the NEDSS project and provide training, guidance, and other knowledge transfer as required and directed by the NEDSS project executive committee.
- H. Manage assignments, time, and work effectively and efficiently and demonstrate initiative within a project.
- I. Present both written and verbal reports, explanations, presentations and walk-throughs of deliverables as directed by the NEDSS project executive committee and with sufficient explanation and description so as to be comprehended by participants who may not be familiar with information technology methodology, constructs, and terminology, etc.
- J. Receive and respond to reviews, work adjustments, and quality control actions from the NEDSS project executive committee.

- K. Prepare and submit written status and progress reports, documenting assignment progress, work projections, project setbacks, recommendations, etc., on a weekly basis.
- L. Be prepared and willing to work long and irregular hours as demanded by the workload, situation, availability of public health staff, etc., resulting from public health emergencies, other project requirements, short-notice projects, etc.
- M. Sign a mandatory non-disclosure agreement with respect to the NBS application code and functionality.

### **3.7 Contract Environment:**

#### **3.7.1 Work Space and Equipment:**

The UDOH will not be responsible to provide onsite work space or support and equipment (telephone, computer, network access, printer access, etc.). If available, and depending on the need, the UDOH may provide access to onsite work space, support and equipment. The UDOH can provide meeting and conference rooms as needed for contractors and UDOH or partner staff to meet, interview, conduct Joint Application Development Sessions (JADS), etc.

The Contractor will be required to provide its own supplies unless otherwise stated. Any and all expenses for data and voice communication with the UDOH's environment (phones, phone lines, modems, computer equipment, etc.) from the Contractor's facilities, will be paid for by the Contractor. Any and all expenses for use of Contractor facilities (offices, conference rooms, meeting rooms, class rooms, audiovisual equipment, communications equipment, data processing equipment, etc.) and supplies used to facilitate contract activities will be paid for by the Contractor.

The Contractor will provide its own personal computers and computer related equipment (printers, scanners, plotters, modems, projection devices, etc.) and standard software. The Contractor's computers and software output should meet or exceed the UDOH established standards for computer equipment. To be compatible with the State network, the UDOH established standards are: 700 MHz, 128 MB RAM, 10 GB hard drive, 32-bit FAT, and Windows 98 or better. The preferred software output are Corel version 8 or later and Microsoft version 2000 or later. Some software which is unique to the UDOH environment may be provided by the UDOH, but the software will remain the property of the UDOH and must be returned to the UDOH upon termination of the contract, or at any time when the software is not required to complete the State's work. The Contractor must comply with all software licensor and copyright requirements and laws.

The Contractor must conform to the UDOH and State of Utah established standards for software development, web presentation, portability, accessibility for the impaired, change management, and deliverables. The quality standards must be met at the end of each deliverable or the contract may be terminated.

#### **3.7.2 Access to Facilities:**

The UDOH will arrange for temporary passes for select contractor personnel to be able to enter the Cannon Health Building to conduct contract business during the normal business hours of the UDOH.

#### **3.7.3 Knowledge Base:**

The Contractor is expected to have or develop the appropriate knowledge base to be able to conduct the activities of the contract. It is not within the scope of this RFP to support the development of that knowledge base. The UDOH will make available to the Contractor materials and access to state and national web-boards and list servers used to disseminate information about NEDSS, NBS activities, planning and progress. The cost of participation will be the responsibility of the Contractor.

## ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
15. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, as to distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

(Revision date: Apr 24, 2002)